

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|-------------------------------------|---|----------------|
| MARCELINO CENICEROS, |) | |
| and JESUS CABRAL, individually, |) | |
| and on behalf of similarly situated |) | |
| individuals, |) | |
| |) | |
| Plaintiffs, |) | No. 18-CV-1759 |
| |) | |
| vs. |) | |
| |) | |
| PACTIV, LLC |) | |
| |) | |
| Defendant. |) | |

**PLAINTIFFS' UNOPPOSED MOTION FOR ONE-STEP APPROVAL OF
COLLECTIVE ACTION SETTLEMENT, SERVICE AWARDS,
ATTORNEYS' FEES AND COSTS, AND AUTHORIZING NOTICE AND
SETTLEMENT PAYMENT CHECK CONSENT**

For the reasons set forth in the Memorandum of Law in Support of Plaintiffs' Unopposed Motion for One-Step Approval of Collective Action Settlement, Service Awards, Attorneys' Fees and Costs, and authorizing the Notice and Settlement Payment Check Consent, Plaintiffs respectfully request that the Court enter an Order: (1) approving the \$299,000.00 settlement as fair, adequate, and reasonable, as set forth in the Settlement Agreement and Release; (2) approving the proposed Settlement Notice and Settlement Payment Check consent and directing their distribution; (3) approving a Service Award of \$3,500.00 to each Named Plaintiff; (4) approving the Parties' Settlement Agreement for Defendant to pay Plaintiffs' Counsel's attorney fees of \$100,666.67, for attorneys' fees and additional costs and litigation expenses; (5) incorporating the terms of the Settlement Agreement; and (6) dismissing this case without prejudice, which will become dismissal with prejudice 180 days thereafter provided the payments required under the Settlement Agreement have been made, with each party to bear his or its own attorneys' fees and costs except as otherwise agreed, and that during the period of time

in which the dismissal is without prejudice, either Party may terminate the Agreement should the other Party fail to comply with its obligations under the Settlement Agreement.

Dated: January 15, 2019

Respectfully submitted,

s/ Sean Starr

One of Plaintiffs' attorneys